



Town of Gilbert

Personnel Rules

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PREFACE

These Personnel Rules consist of policy-level, subjects and require Council approval. Please refer to the Administrative Guidelines for information approved by the Town Manager related to employment, employee relations, pay plan and work hours, and non-contributory benefits. Other Town procedures and guidelines can be referenced on the Intranet.

Personnel Rules	Administrative Guidelines
Strategic, policy-level, executive, or fiduciary concerns requiring Mayor and Council approval	Daily, operational, employment-related details requiring Town Manager approval.
Administrative provisions & definitions (1)	Employment. Employee Relations. General Provisions (3,4 & 7)
Compensation Philosophy (5.1)	Pay Plan (application of Comp. Phil.) Work hours, Pay periods, FLSA/overtime, separations, differentials (shift bilingual, fire assignment, stand-by, call-out). PS Extra Duty (5)
Contributory benefits (6.1), Holidays (6.3), Leaves of Absence (6.4)	Non-contributory benefits. Tuition Reimbursement, Travel & Expense, Clothing & Equipment, Training & Development, Service Awards. (6)
*(Reference to former Rule #s)	

RULE 1 ADMINISTRATIVE PROVISIONS

1.1 **ADOPTION OF PERSONNEL SYSTEM**

The Town of Gilbert, hereinafter referred to as “Gilbert”, hereby adopts these Rules to establish a personnel system that provides a lawful structure for attracting, retaining and developing competent, cooperative and responsive employees; establishes an organizational framework in which personnel actions are based on merit, free of unlawful and political considerations; and formulates fair and consistent standards for personnel administration.

1.2 **SEVERABILITY**

These Rules do not function as an employment contract, or to guarantee employment. Unless otherwise set forth in these Rules, all employment relationships with Gilbert are presumed to be at-will. No individual or representative has the express or implied authority to enter into any agreement to the contrary. With Council authorization, these Rules are subject to change at any time, for any reason except as limited by the interests of public policy and applicable law. Should any article, paragraph, sentence, clause or phrase of these Rules or the application of same to any circumstance, group or individual be declared illegal, unconstitutional, or invalid for any reason, the remainder of these Rules shall not be affected.

1.3 **SERVICE RELATIONSHIPS**

These Rules establish the service relationship of elected/appointed officials, employees and other workers as follows:

1.3.1 **COUNCIL MEMBERS, BOARDS, COMMISSIONS AND ADVISORY GROUPS**

Members of the Council shall not be employed in any other capacity with Gilbert during their tenure.

Members of Advisory Boards, Commissions and Advisory Groups shall not be employed by Gilbert during their term of service unless provided by law or appointed by the Council or the Town Manager to serve as subject matter experts or to staff such boards, commissions, or advisory groups.

1.3.2 **TOWN MANAGER**

The Town Manager shall be appointed by the Council and shall serve at-will at the pleasure of the Council as the chief administrative officer. Pay rates and benefits for this position shall be in amounts and at intervals as determined by the Council.

The Town Manager shall be responsible for the proper administration of all affairs of Gilbert including implementing and administering these Rules, and ensuring organizational compliance with local, State and Federal employment laws, and safety regulations. The Town Manager is authorized to issue directives and promulgate programs, procedures and administrative guidelines which are consistent with these Rules, to provide for effective and orderly personnel administration.

The administrative guidelines may encompass general provisions of employment, employee relations, compensation, benefits, and other sub-categories within current authority limits and budget. The Town Council must approve any changes to the administrative guidelines that would result in a material financial impact outside the Town Manager's current budget authority.

The Town Manager is authorized to enter into severance agreements with employees when it is in the best interests of Gilbert that an employee be separated from service. Such agreements shall set forth all applicable terms and conditions of the severance and all monetary provisions shall be consistent with the Town Manager's budget authority.

The Town Manager may create or eliminate positions and/or may replace jobs with contracted services. Employees displaced as a result of organizational restructuring shall be subject to layoff; however, prior to a layoff the Town Manager shall exhaust all alternatives to layoff.

References to the Town Manager throughout these Rules shall include designees of the Town Manager.

1.3.3 **CONFIDENTIAL EMPLOYEES**

Confidential employees are employees who, as part of their regular duties, have access to confidential management, and personnel information, as well as other protected information related to employees.

1.3.4 **CONTRACT EMPLOYEES**

The following positions shall be contracted by the Council:

Presiding Judge
Town Attorney
Town Manager
Town Clerk

The Town Manager, Presiding Judge, Town Clerk and Town Attorney are at-will employees and shall serve at the pleasure of the Council, in accordance with the Code of Gilbert.

Pay rates and benefits for these positions shall be in amounts and at intervals as determined

by the Council.

1.3.5 **KEY STAFF**

Key Staff shall consist of the Town Clerk, Deputy Town Managers, Department Directors, and positions as designated by the Town Manager.

The Deputy Town Managers, Department Directors, and positions as designated by the Town Manager shall be appointed and shall serve at-will.

1.3.6 **DEPARTMENT DIRECTORS**

Department Directors shall be appointed by and shall serve at-will and at the pleasure of the Town Manager. Department Directors shall ensure compliance with these Rules and all organization-wide procedures promulgated by the Town Manager. Department Directors shall also be responsible for appointing, reassigning, disciplining and dismissing subordinate employees of Gilbert, other than elected or appointed officials, in accordance with these Rules.

The following Department Directors shall be confirmed by the Council prior to appointment by the Town Manager:

- a) Fire Chief
- b) Police Chief

1.3.7 **CHIEF PEOPLE OFFICER**

The Chief People Officer shall communicate and promote compliance with these Rules and all procedures promulgated by the Town Manager, and shall administer a merit-based personnel system as specified in these Rules. References to the Chief People Officer throughout these Rules shall include designees.

1.3.7.1 **Personnel Records**

Employee personnel files shall be maintained in Human Resources and shall be considered the official records of employment. Department management shall ensure that all employee medical records, commendations, personnel actions, performance reviews, and disciplinary actions are promptly submitted to Human Resources for appropriate retention, and where necessary, kept in separate files.

1.3.8 **SERVICE DEFINITIONS, RESPONSIBILITIES, AND PROTECTIONS**

Employment with Gilbert is at-will, and maybe terminated by either the employee or Gilbert with or without cause, and with or without notice, at any time. Exceptions to this at-will statement include sworn Fire and Police employees, in addition to certain non-exempt positions designated as “covered” and hired prior to August 1, 2018.

Volunteers are persons who serve without compensation. Although volunteers are not employees, they shall comply with all standards of professional conduct during their service. Volunteers shall have no specific rights or privileges arising out of these Rules.

Employees shall not perform service for Gilbert on a voluntary basis when such service is of a similar nature as that performed by the employee as part of paid work.

1.3.9 **INDEPENDENT CONTRACTORS**

Independent contractors, including consultants, and vendor agents are either principals or employees of a bona fide business or self-employed service providers who perform work for Gilbert under the terms of a contract for service. Such workers shall exhibit professional

conduct while performing work, but shall have no specific rights or privileges arising out of these Rules. The Town Manager is authorized to promulgate procedures which ensure compliance with Internal Revenue Service (IRS) requirements for the appropriate use and payment of independent contractors.

1.4 OATH OF OFFICE

Every officer and employee of Gilbert shall take and abide by the oath of office as prescribed by State law.

1.5 ETHICS

It is the policy of the Gilbert to uphold, promote and demand the highest standards of ethics from all of its employees. Accordingly, all employees shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and shall not use their positions or powers for improper personal gain.

Employees shall comply with all Federal, State and local laws and regulatory mandates. Employees shall immediately report known or suspected violations of Federal, State or local law and supply copies of all documentation in their possession to support such claims.

Employees shall avoid conflicts with Gilbert interests. A conflict of interest occurs when an employee has a personal or pecuniary interest which could facilitate a quid pro quo expectation, or impair professional objectivity, or the exercise of good business judgment.

Employees shall not use their positions or information obtained in the exercise of their duties to unfairly benefit themselves or to unfairly benefit other individuals or enterprises. Employees shall not use Gilbert personnel, equipment, assets, property or supplies for personal gain or for purposes other than Gilbert-approved duties, activities, or programs.

Town employees shall not accept or solicit a fee, gift, service, meal, favor, loan, benefit or other item of value in the course of performing the duties and responsibilities of his or her position ("gift"), if the item is given in hope of receiving a favor or preferred treatment or if the gift is given after receipt of the favor or preferred treatment. See also A.R.S. §38-505. Employees of the Gilbert Municipal Court shall not accept gifts or favors from attorneys, litigants, or others who may be summoned to appear before the Court.

The following must be disclosed to the Town Attorney in writing within 2 business days of receipt, regardless of whether the item was used by the employee: (1) any single gift, meal or other item with a value in excess of \$50 and (2) gifts, meals, and other benefits received from the same individual or entity with an aggregate value in excess of \$50 for a consecutive 6-month period.

Subject to conflict of interest laws, employees may accept the following unsolicited items: (1) perishable food items (i.e. cookies, candy, cakes, etc.) so long as the items are shared with co-workers; (2) meals from current or potential business partners or associates so long as the value does not materially exceed the per-diem limit in effect at that time; (2) meals provided to all participants at large, sponsored events (e.g. professional conferences and trainings) where the value of the food received cannot be ascertained. Employees should maintain a log of any such meals to ensure compliance with per-diem limits. Employees should also be mindful of IRS reporting requirements and tax rules.

Reports of suspected violations of this Ethics Rule shall be made to the Chief People Officer using the Policy Violation Complaint Process. Employees may consult the Town Attorney, as necessary, for interpretation or clarification of legal and regulatory requirements.

1.5.1 MANAGEMENT RESPONSIBILITIES

Department Directors, managers and supervisors shall ensure compliance with these Rules and all organization-wide procedures promulgated by the Town Manager.

Managers who elect on their own to participate in or contribute to an employee organization despite not being represented by the employee organization shall disclose such participation or contribution to the Town Manager, impartially fulfill their duty to act on behalf of management, and recuse themselves from participation in decisions where a conflict of interest exists.

1.5.2 **COOPERATION WITH INVESTIGATIONS**

Employees shall truthfully and completely respond to all administrative inquiries and investigations, and/or requests for documentation related to inquiries or investigations.

1.5.3 **TRUTHFUL REPORTING AND REPRESENTATION**

Employees shall accurately report absences, leave time and hours worked. Employees shall not misrepresent or falsify any document, report or statement relating to use of funds or property or to their employment. In addition, employees shall accurately record all payments, receipts and organizational transactions in accordance with policy and generally accepted accounting principles. No unauthorized, undisclosed or unrecorded organizational accounts shall be established for any purpose, nor shall public funds be placed in any personal or non-organizational account. All organizational asset records shall be regularly compared with actual assets, with appropriate action taken to reconcile differences.

1.6 **POLITICAL ACTIVITY**

1.6.1 **RIGHTS AS A CITIZEN**

Except as otherwise provided in this Rule, employees may exercise their rights as citizens to express personal political opinions, to vote, and to sign nomination papers of candidates while off duty and out of uniform. Employees may place campaign signs at their residence and/or place bumper stickers on their personal vehicles. Nothing contained in this section or these Rules shall be construed as depriving any employee or elected official of his or her civil or political liberties as guaranteed by the United States and Arizona Constitutions.

1.6.2 **USE OF POSITION**

Employees shall not express political opinions in their role as representatives of Gilbert. No employee shall use his or her position to sell, solicit or distribute any campaign material during working hours or in a uniform used by or identified with Gilbert.

No employee shall use his or her position to introduce, guide or recommend any candidate for public office.

1.6.3 **GILBERT ELECTIONS**

1.6.3.1 **Candidate Elections**

While on duty and/or representing Gilbert, no employee shall directly or indirectly solicit, attempt to solicit or receive, or be in any manner concerned in soliciting or receiving any support, assessment, subscription or contribution in a Gilbert municipal election for Mayor and/or Council Members or on behalf of any candidate for Gilbert elective office.

Employees may privately express an opinion on candidates for Mayor and Council.

Knowledgeable staff may answer candidate questions about official operations;

however, if a request requires research or report generation, the output must be shared with all candidates and incumbents, as well as with the Town Clerk's Office.

No employee shall continue to be employed with Gilbert if appointed or elected to an office where continued employment with Gilbert is prohibited by law.

1.6.3.2 **Non-Candidate Elections**

Employees may participate in non-candidate (e.g., initiative) elections with the following exceptions:

- a) Employees may not participate in an election while on duty,
- b) Employees may not participate in an election while dressed in their Gilbert uniform or in clothing with a Gilbert logo,
- c) Employees may not use the power or influence of their position to influence the vote, and
- d) Employees may not use Gilbert personnel, equipment, assets, property or supplies in any manner for political activities.

1.6.3.3 **Petitions**

Employees may not circulate or sign election-related petitions in any Gilbert workplace, while on duty, or while in uniform or clothing with a Gilbert logo.

1.7 PUBLIC INFORMATION

1.7.1 **PUBLIC RECORDS**

The Town Clerk serves as the custodian of records for Gilbert and maintains all legislative records of the Council. Requests for public records may be submitted to the responsible department. Requests for public records involving multiple departments, legislative records of the Council, subpoena's and requests from the media shall be submitted to the Town Clerk's office. Requests and subpoena's for public records relating to Police, Fire, Court and the Prosecutor's Office may be submitted directly to those departments.

1.7.2 **CITIZEN AND MEDIA INQUIRIES**

Gilbert staff shall immediately notify the Office of Communications and the Department Director of all media inquiries before responding. Employees shall provide factual information in response to citizen and media inquiries as provided by law. In matters where Gilbert is a litigant, litigation is pending or anticipated, or an administrative investigation is pending, employees shall refrain from giving statements without the approval of the Town Manager, Town Attorney, or the Chief People Officer. Refer to the Media Relations Procedure for further information.

1.8 CUSTOMER SERVICE STANDARDS

The Town Manager shall promulgate organization-wide customer service standards.

1.9 EMPLOYEE RECOGNITION

The Town Manager is authorized to promulgate programs and procedures that acknowledge and recognize employees.

1.10 AMENDMENT OF PERSONNEL RULES

Amendments to the Rules shall be made by resolution of the Council in compliance with appropriate

laws and regulations.

1.11 CONFLICT WITH FEDERAL AND STATE LAWS AND REGULATIONS

Any provision of these Rules that comes into conflict with or becomes inconsistent with Federal or State laws or regulations shall automatically cease to apply.

1.12 DEPARTMENTAL STANDARDS AND PROCEDURES

After consultation with the Chief People Officer, Department Directors may adopt departmental standards and procedures to administer personnel matters unique to their department provided they do not conflict with these Rules. A copy of all approved departmental standards and procedures related to personnel matters unique to the department shall be made easily accessible to departmental employees and Human Resources either online or in hard copy form.

RULE 2

DEFINITIONS

Listed in alphabetical order and referenced in the text of these Personnel Rules

2.1 ACCRUAL

The accumulation of leave time.

2.2 ACTIVE STATUS

An employee who is actively working, on paid leave, or on approved furlough.

2.3 ASSIGNMENT

The position to which an employee is assigned to work.

2.4 ADJUSTED SERVICE DATE

Any employee's service date with Gilbert adjusted as specified in these Rules by time lost as a result of a lapse in continuous employment. Sick and vacation leave accruals for leave-accruing positions shall be measured from this date.

2.5 ANNIVERSARY DATE

For all employees except FLSA non-exempt Sworn Police employees, the anniversary date is the date an employee started working for Gilbert or the effective date the employee promoted to their current position. For FLSA non-exempt Sworn Police employees, the anniversary date is the date an employee was sworn in as a Gilbert Police Officer or the effective date the employee promoted to their current position. Reclassifications, demotions, and other position changes, for all employees shall be reviewed on a case-by-case basis by the Chief People Officer or designee to determine whether it is appropriate for the anniversary date to change. This date drives performance reviews for sworn employees.

2.6 AT-WILL EMPLOYEE

Employment with Gilbert is at-will, and maybe terminated by either the employee or Gilbert with or without cause, and with or without notice, at any time. Exceptions to this at will statement include sworn Fire and Police employees, in addition to certain non-exempt positions designated as "covered" and hired prior to August 1, 2018.

2.7 BUSINESS DAYS

The days of the week that the municipal administrative offices are open to the general public.

2.8 COLLISION

The forceful contact of any Gilbert vehicle or motorized equipment in motion with an animate or inanimate object, resulting in damage to either or both.

2.9 COMPETENCY

The term competency refers to a combination of knowledge, skills, and behaviors that are directly related to successful performance on the job.

2.9.1 Core Competency

Core competencies are the skills, attributes, and behaviors which are considered important for all Gilbert employees regardless of function or level. The core competencies reflect Gilbert Values.

2.9.2 Functional Competency

Functional competencies are skills, attributes, and behaviors that are important to particular positions within Gilbert.

2.10 ELIGIBILITY LIST

A list of applicants certified by Human Resources as meeting the posted minimum requirements of a job.

2.11 EMPLOYEE

A person who holds an authorized-budgeted position (other than the positions of Mayor, Vice Mayor and Councilmember).

2.12 ESSENTIAL DUTIES

The most critical, time consuming and/or important tasks and duties of a job; the tasks and duties that form the reason for the existence of the job.

2.13 FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments.

2.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons.

2.15 FIRE CIVILIAN EMPLOYEE (56-HOUR SCHEDULE)

A full-time civilian employee in the Gilbert Fire Department working a 56-hr schedule, not performing fire suppression duties.

2.16 FURLOUGH

A required leave of absence without pay as directed by the Town Manager.

2.17 FULL-TIME EMPLOYEE

An employee who is regularly scheduled to work in a single position at least 80 hours per pay period on a year-round basis.

2.18 GILBERT VEHICLE

Any vehicle or motorized equipment in the care, custody or control of Gilbert.

2.19 HIRING AUTHORITY

The supervisor who is ultimately responsible for filling an authorized vacancy; typically the individual to whom the employee will report.

2.20 INDEPENDENT CONTRACTOR

Principal or employees of a bona fide business or self-employed service providers who performs work for Gilbert under the terms of a contract for service.

2.21 IN LOCO PARENTIS

A relationship in which a person takes on the day-to-day responsibilities to care for or financially support a child with whom he/she has no legal or biological connection.

2.22 INTERN (PAID)

An individual, who is paid who receives on the job training similar to that which would be given in an educational environment in a program that is for the benefit of the individual, with close supervision of staff and no promise of employment at the conclusion of the internship. Student workers follow criteria established by an accredited college or university in coordination with Human Resources in advance of the internship.

2.23 INTERN (UNPAID)

An individual, who is unpaid who receives on the job training similar to that which would be given in an educational environment in a program that is for the benefit of the individual, with close supervision of staff and no promise of employment at the conclusion of the internship. Student workers follow criteria established by an accredited college or university in coordination with Human Resources in advance of the internship. The FLSA regulations and rules with regard to unpaid interns will be evaluated and complied with in each case.

2.24 JOB DESCRIPTION

A statement of essential duties, minimum qualifications, exemption status and physical (ADA) requirements that may be written to reflect the current needs of the Gilbert.

2.25 LAST HIRE DATE

The effective date of the most recent employment with Gilbert.

2.26 LATERAL POLICE OFFICER

An Arizona Peace Officer Standards and Training Board (POST) certified law enforcement officer who has previously served at a different Arizona agency or a law enforcement officer from another state who has received an Arizona POST waiver.

2.27 LEAVE

A form of absence for an authorized reason as provided for in these Rules.

2.28 LIMITED-TERM EMPLOYEE

An employee who is hired to work for a limited period of time or who is hired to complete a specific project. Limited-term employees work under the terms of an employment agreement that specifies their leave and benefits eligibility.

2.29 ORIGINAL HIRE DATE

The effective date of initial employment with Gilbert.

2.30 PART-TIME EMPLOYEE

An employee who is regularly scheduled to work in a single position less than 80 hours per pay period on a year-round basis.

2.31 PAY FOR PERFORMANCE

A system which links pay to individual, group, and/or organizational performance.

2.32 PAY PLAN

A listing approved by the Town Manager which specifies the pay ranges for all job titles.

2.33 PAY RANGE

The spread between the minimum and the maximum pay rate for a position based on the results of a market study.

2.34 POSITION

A particular job.

2.35 PREMIUM PAY RATE

A rate of pay equal to one and one half times the employee's base hourly rate.

2.36 PROFESSIONAL NETWORKING

A type of social media service that is focused solely on interactions and relationships of a business and professional nature. Professional networking sites allow users from different fields of interest to ask questions and share opinions and knowledge. LinkedIn is an example of a professional networking site.

2.37 PROMOTIONAL JOB HIERARCHY

A series of jobs in a career ladder and/or from which promotions to a position in a higher position within a job family are typically made.

2.38 PROVISIONAL APPOINTMENT

An appointment made to a position conditional upon completion of credentialing requirements by a specified future date.

2.39 QUALIFIED INDIVIDUAL WITH A DISABILITY

An individual with a disability, as defined by the Americans with Disabilities Act, as amended, who meets the qualification requirements of a job and can perform the essential duties of a job with or without reasonable accommodation.

2.40 RECLASSIFICATION

To change a position's pay range based on a significant change in duties, responsibilities or qualification requirements.

2.41 ROLLING YEAR (AKA ROLLING 12-MONTH PERIOD)

A year that begins on a particular date as the result of a qualifying event as specified in these Rules, and ends at midnight on the day before the same date in the following year. Also known as a rolling 12-month period.

2.42 SAFETY SENSITIVE POSITIONS

Safety sensitive positions shall include positions which include any of the following essential duties: operating a motor vehicle; operating, repairing or maintaining heavy machinery, equipment or power tools; handling or working with hazardous materials; maintaining public health and safety; performing duties in the residential or commercial premises of a customer; and/or responsibility for supervising juveniles in the absence of their parents.

2.43 SEPARATION FROM SERVICE

The end of an employee's employment with Gilbert.

2.44 SERVICE AWARD

Recognition of a full-time employee for a period of continuous service.

2.45 SERVICE DATE

The effective date of initial appointment to a Gilbert leave accruing position. Individuals with prior service with Gilbert shall have a new service date upon reemployment, except as covered under the reinstatement section of these rules. Sick and vacation leave accruals for leave accruing positions shall be measured from this date.

2.46 SOCIAL MEDIA

Refers to the interaction among people in which they create, share, and/or exchange information and ideas in virtual communities and networks. Social media is the collective of online communication channels dedicated to community-based input, interaction, content-sharing and collaboration. Websites and applications dedicated to forums, blogging, social networking, professional networking, and wikis are among the different types of social media. Social media includes social networking and professional networking sites. Examples include but are not limited to Facebook, YouTube, LinkedIn, Twitter, Flickr, Instagram, Snapchat, Periscope and news media comment sharing.

2.47 SOCIAL NETWORKING

The practice of expanding social contacts by making connections through individuals. A social networking service is a platform to build social networks or social relations among people who may

share interests, activities, backgrounds or real-life connections. A social networking service consists of a representation of each user (often a profile), social links, and a variety of additional services. Social networking allows individuals to create a profile, create a list of users with whom to share connections, view and cross the connections within the system, and share information, photos, links, and items of interest. Examples include Facebook, Google+, Instagram, Pinterest, Snapchat, Tumblr, Twitter and YouTube.

2.48 SUPERVISOR

Any individual having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to address concerns. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment and discretion on matters of significance. Supervisors include but are not limited to Managers and Department Directors.

2.49 SWORN FIRE EMPLOYEE

A full-time fire employee who is certified and authorized to engage in hazardous fire suppression duties.

2.50 SWORN POLICE EMPLOYEE

A full-time police employee who serves as a peace officer and maintains an Arizona POST certification. For purposes of these Rules, this definition shall include Police Officers who are in training to obtain Arizona POST certification.

2.51 TEMPORARY EMPLOYEE

An employee who is scheduled to work on a temporary basis for a period not to exceed twelve (12) months.

2.52 TOWN OF GILBERT WEBSITE

Any website maintained by Gilbert or for the benefits of Gilbert.

2.53 VOLUNTEERS

Persons who voluntarily offer themselves to perform service willingly and without pay. Gilbert volunteers shall be covered by workers compensation insurance.

2.54 WEAPONS

Weapons include, but are not limited to, firearms, ammunition, explosives, any chemical whose purpose is to cause harm to another person, daggers, swords, or knives with blades over four inches in length, other than kitchen knives, or utility knives used in the performance of job duties.

2.55 WHISTLEBLOWER CONCERN

A report of dishonest or illegal organizational activity made to the Human Resources Director by means of the Policy Violation Complaint process.

RULE 3 COMPENSATION

3.1 COMPENSATION PHILOSOPHY

The goals of the compensation philosophy are to accurately organize and document the flow of work performed by the Town, and to ensure that Town employees receive fair and equitable compensation as defined by the talent market in exchange for their service.

3.1.1 GOAL 1 – JOB DOCUMENTATION/ANALYSIS

Job title, summary, content, context, essential functions, and requirements are captured in a systematic way that will facilitate job analysis, market studies, and organizational workflow analysis.

3.1.1.1 PROCESS:

- a) Every unique job title/family will be documented via a job description.
- b) A CPQ (Comprehensive Position Description Questionnaire) must be completed to begin the job analysis process for a newly created job. Other research methods such as interviews and observation may be utilized as well to ensure accurate job information is captured.
- c) Some jobs may be organized into job families which only require one job description to accommodate multiple levels of the same job (i.e. Accountant I, Accountant II, Senior Accountant). However, each level may be assigned a different pay range.
- d) Job descriptions should be reviewed annually by managers and incumbents to ensure accuracy. Managers and incumbents should use the CPQ to facilitate a new job analysis as needed.
- e) When determined necessary by the Department Director and HR, a market study will be conducted as a part of the job analysis process.
- f) Each job is assigned a midpoint and pay range at the conclusion of the job analysis. Budgetary funding for jobs will be at the midpoint of the range in which it has been placed.

3.1.2 GOAL 2 – FAIR AND EQUITABLE COMPENSATION

Jobs are benchmarked regularly via market study to ensure Town employees are paid competitively. Pay ranges for each job are determined by a combination of market data, benchmark community data, and internal considerations. The Town also embraces a pay for performance philosophy related to annual compensation reviews/pay increases.

3.1.2.1 OBJECTIVE 1 – COMPLETE AN ANNUAL MARKET STUDY:

- a) The goal of a market study is to determine the market rate of each job.
- b) Job descriptions are the primary source of information regarding job content. Market studies compare job content to ensure appropriate benchmark comparisons are selected.
- c) Market studies include multiple sources of pay data that are weighted differently depending on the talent market for each job. The talent market is defined as the most likely recruiting pool in the event of a vacancy.
 - a. Benchmark Communities – Cities, towns, and other public sector organizations similar in character and “cost of living” are surveyed. Market Data – When available and applicable, private sector data will be utilized. Appropriate sources of pay data include employer-reported pay data from a reputable source that is not older than 1 year. The scope of data considered should reflect the Phoenix metropolitan area, unless there is a business reason to redefine the talent market.
 - b. Internal Considerations – It is the Town’s prerogative to attract and retain certain unique or critical skill sets, and may choose to value these positions differently relative to the market or benchmark communities based on business need.
- d) The Town will make every reasonable effort to benchmark a minimum of 50% of all job titles annually, with the intention that all jobs are benchmarked within a 2 year period. A job may be benchmarked sooner based on a request from the Director, for reasons such as a substantive change in essential functions, recruiting or retention factors, etc.
- e) Occasionally, jobs are so unique that they are difficult to price using a market study. In these

instances, a job hybrid may be utilized. It may not be possible to accurately determine a market price for all jobs. See Objective 2.b below.

3.1.2.2 OBJECTIVE 2 – ASSIGN A PAY RANGE TO EACH POSITION:

- a) A system of pay ranges will be established to include a minimum, midpoint, and maximum pay rate. The ranges will be divided into quartiles.
- b) Occasionally, jobs may be too unique to price via a market study. In these instances, the job will be slotted into an existing pay range based on its relative value as determined by the Chief People Officer using job description, manager and department director input.
- c) New employees may be hired at a base pay rate in the first quartile with department director approval, the second quartile including mid-point with Chief People Officer approval, and above the midpoint with Town Manager approval.

3.1.2.3 OBJECTIVE 3 – RECLASSIFICATIONS AND IN-RANGE ADJUSTMENTS:

- a) Directors and Managers who would like to reclassify a job may do so by submitting a CPQ and Reclassification Process form to HR. The job will then undergo the job analysis process. Employees and managers will be notified of the results of the market study.
- b) Employees who are reclassified into a new range will have their pay adjusted as follows:
 - Manager recommendation: as a part of the reclassification request, the manager may propose a new salary rate. This will be approved by the appropriate individual based on quartile recommended. (see objective 2c above)
 - Lower pay range: pay will not be reduced, but may be frozen or “red circled” if their pay exceeds the maximum of the new range. Any performance increases would be received in a lump sum.
 - Higher pay range: if the employee’s rate of pay is below the midpoint of the new range, they will receive an increase that maintains their previous range placement (as determined by a compa ratio) to a max of the midpoint of the new range. If the employee’s rate of pay is above the midpoint of the new range, their pay will not change.
- c) Managers who wish to adjust an employee’s placement in their range may submit a business case and in-range adjustment request to HR. An adjustment to the second quartile (including mid-point) requires Chief People Officer approval, and above the midpoint requires Town Manager approval.
- d) New employees may be hired at a base pay rate in the first quartile with department director approval, the second quartile (Including mid-point) with Chief People Officer approval, and above the midpoint with Town Manager approval.

3.1.2.4 OBJECTIVE 4 – Ensure Pay for Performance:

- a) Individual employee compensation will be evaluated annually and adjusted based on performance, budgetary constraints, and market data.
- b) The Chief People Officer is required to establish a performance development program that ensures the best performers receive the highest percentage increase.

RULE 4 BENEFITS

4.1 CONTRIBUTORY EMPLOYEE BENEFITS

Contributory employee benefits are benefit plans to which Gilbert makes premium or other monetary contributions. Contributory employee benefits, together with employee salary, form the basis of total employee compensation. Human Resources shall make annual benefits package recommendations to the Town Manager. Employer contributions towards benefit plans are subject to annual approval of the Council, based on recommendations from the Self-Insured Health Trust Board. Employee participation in benefit plans is subject to enrollment and eligibility criteria.

4.1.1 MEDICAL AND DENTAL COVERAGE

All full-time employees, and part-time employees who work at least 60 hours per pay period in a single position and elected officials shall be eligible to enroll in group health, dental and/or vision plans. Such employees shall be eligible for coverage on the first day of the month following the first day of employment. Employee contributions to health and/or dental premiums shall be deducted in first and second payrolls of the month.

Employer contributions towards health and dental premiums of eligible part-time employees shall be set at 75% of the established contribution rate for full-time employees. Full-time and eligible part-time employees are eligible to participate in a vision plan at their own expense.

4.1.1.1 Retiree Continuation of Medical and Dental Coverage

Employees who concurrently separate from Gilbert with at least 10 years of Gilbert service and retire under the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System and elect to draw retirement from either system shall be eligible to continue medical and/or dental coverage. The medical and dental plans available to retirees shall be the same plans made available to active employees. Retirees and eligible dependents shall be eligible for coverage until the last day in which the retiree reaches age 65, or the last day of the month in which the retiree reaches Medicare Part B eligibility if later than age 65. Retirees who continue coverage shall pay the full monthly premium to Gilbert, minus any applicable premium subsidy that is paid to Gilbert by the retirement system. If the retiree does not elect to continue coverage, or if at any time the retiree drops coverage during the continuation period, all rights to future medical and dental coverage through Gilbert will be relinquished.

4.1.1.2 Survivor Benefits for Public Safety - (Harrolle's Law)

In the event of a line of duty death, the surviving spouse and/or eligible surviving dependent(s) of a deceased Gilbert sworn public safety employee (police & fire) are entitled to continue health coverage under the plan as follows:

- a. The surviving spouse and/or dependent(s) may continue in the plan enrolled in at time of employee's death;
- b. COBRA can be utilized for up to 36 months;
- c. Gilbert will pay the premium for the first 12 months of that 36 month period;
- d. All other health plan terms and legal provisions apply.

4.1.2 LIFE INSURANCE

Gilbert provides all full-time employees term life insurance. The life insurance provides coverage equal to 100% of annual salary up to \$300,000 with Accidental Death and Dismemberment benefit. A seat belt provision provides additional coverage equal to the employee's annual salary up to \$50,000. In addition, eligible dependents are covered by a

\$2,000 basic life insurance policy.

4.1.3 **SHORT AND LONG TERM DISABILITY COVERAGE**

Gilbert provides full-time employees a short term disability benefit. Short Term Disability provides coverage after a ninety (90) consecutive day disability period, and upon qualification after the disability period has been met, pays sixty percent (60%) of the employee's base salary until the 179th day of disability.

Employees covered under the Arizona State Retirement System (ASRS) are covered for long term disability through the retirement system after one hundred and eighty (180) days of disability, with a benefit that pays sixty six and two thirds percent (66 2/3%) of the employee's salary, as defined in Arizona Revised Statutes and ASRS regulations.

Gilbert provides sworn public safety employees a long term disability benefit that pays sixty six and two thirds percent (66 2/3%) of the employee's base salary with a maximum benefit of \$5,000 per month after one hundred and eighty (180) days of disability.

4.1.4 **EMPLOYEE ASSISTANCE PROGRAM**

All full-time employees shall be eligible for the Employee Assistance Program. The Employee Assistance Program shall provide personal, family and substance abuse counseling and referral services for eligible employees and their dependents. Mandatory performance improvement and substance abuse counseling and referral shall also be provided.

4.1.5 **RETIREMENT**

Employee retirement shall require separation from service except as provided by A.R.S. 38-764 (I).

4.1.5.1 Arizona State Retirement System

All employees who meet the eligibility criteria for participation as established by Arizona Revised Statutes shall participate in the Arizona State Retirement System (ASRS).

4.1.5.2 Arizona Public Safety Personnel Retirement System

All sworn public safety employees who meet the eligibility requirements established by Arizona Revised Statutes shall participate in the Arizona Public Safety Personnel Retirement System (PSPRS).

4.1.5.3 Elected Officials Retirement System

All elected officials who meet the eligibility requirements established by Arizona Revised Statutes shall participate in the Elected Officials Retirement System.

4.2 **HOLIDAYS**

4.2.1 **ELIGIBILITY**

Full-time employees who are assigned to a forty (40) hour work week shall receive eight (8) hours of holiday time or holiday time for the number of hours they would work on a normal work day that is not a holiday, whichever is greater, up to a maximum of ten (10) hours per holiday. The employee's work schedule may be adjusted in a holiday week to include the holiday in lieu of a normally scheduled work day.

Part-time employees who work at least 60 hours per pay period in a single position shall receive six (6) hours of holiday time or holiday time for the number of hours they would work on a normal work day that is not a holiday, whichever is greater, up to a maximum of ten (10) hours per holiday.

Sworn Fire employees regularly scheduled to work a fire suppression shift shall receive 11.2 hours of compensation for nine (9) holidays, whether they actually work the holiday or not.

..

Civilian Fire employees regularly scheduled to work a 56-hr schedule shall receive 11.2 hours of compensation for nine (9) holidays, whether they actually work the holiday or not.

Part-time employees who work less than 60 hours per pay period in a single position and temporary employees shall not receive holiday pay.

No employee shall be appointed to or separated from service on a holiday.

4.2.2

HOLIDAY LIST

Gilbert shall observe the following holidays:

- January 1stNew Year's Day
- Third Monday, January.....Martin Luther King Day
- Third Monday, February.....President's Day
- Last Monday, May.....Memorial Day
- July 4thIndependence Day
- First Monday, September.....Labor Day
- Fourth Thursday, November.....Thanksgiving Day
- Friday after Thanksgiving.....Day after Thanksgiving Day
- December 25thChristmas Day
- Floating Holiday(s).....Accrued by active employees on January 2nd

4.2.2.1 Holiday Observance

When a holiday falls on Saturday the holiday shall be observed on Friday.
When a holiday falls on Sunday the holiday shall be observed on the following Monday for employees not normally scheduled to work on Sunday.
For employees normally scheduled to work on Saturday or S u n d a y , the actual holiday shall be treated as the observed holiday.

4.2.2.2 Holiday Pay and Banking of Holiday Time

Full-time Employees and Part-time Employees who work at least 60 hours per pay period in a single position (Except Sworn Fire, Civilian Fire on a 56-hr schedule, and Police) may bank Holiday Pay. If a holiday falls outside of the normally scheduled work hours of an employee, holiday time will be banked by the employee for use at a later time, unless the employee's schedule in the work week is adjusted to include the holiday in lieu of a normally scheduled work day. Non-exempt employees required to work on a holiday will receive holiday pay for the holiday and may not bank the holiday time. (See also Holiday Worked Pay section)

Banked Holiday time may be used on days of the employee's choosing, subject to prior approval of the employee's supervisor. An employee's holiday bank may not exceed fifty (50) hours at any time. Banked holiday hours are not eligible for payout during employment or upon separation from employment.

4.2.2.2.1 Sworn Police Employees

An employee who works a full normal shift on a holiday may elect to bank holiday time in lieu of receiving holiday pay. Regardless of whether an employee elects holiday pay or

Banked Holiday time, non-exempt employees shall receive the premium rate of pay for all hours actually worked on the holiday, and exempt employees shall receive their regular rate of pay for all hours actually worked on the holiday (see also Holiday Worked Pay section).

Banked Holiday time may only be used with permission by the supervisor and may be used in less than full day increments of no less than fifteen (15) minutes. An employee's Banked Holiday time balance shall not exceed twenty (20) hours.

If an employee who has Banked Holiday time changes to an employee category that is not eligible for Banked Holiday time, payment for the unused Banked Holiday time shall be paid out at the time the change is made, based on the employee's base hourly pay rate prior to the change.

4.2.2.3 Use of Leave on a Holiday

Employees may not use accrued leave on a holiday. Employees who do not work on a holiday that falls within their normally scheduled hours shall only receive holiday pay unless required to supplement time for their full work day.

4.2.2.4 Holiday Worked Pay

Non-exempt full-time employees and part-time employees who are in a single position and work at least forty (40) hours per pay period that are required to work on the date of holiday observance shall be paid a premium rate of one and one half times the base hourly rate for actual hours worked.

Exempt employees who are required by their supervisor to work their regular shift on the date of holiday observance shall be paid holiday worked pay at their regular base rate for the number of hours actually worked and shall bank the holiday time. Exempt employees who choose to work, but are not required to do so by their supervisors shall not receive additional compensation.

Holiday worked pay shall not be considered overtime and may not be elected as compensatory time.

Sworn Fire and Civilian Fire employees working a 56-hr schedule shall not receive additional compensation for hours worked on a holiday.

4.2.3

HOLIDAY PAY WHEN EMPLOYEE IS ON LEAVE

An eligible employee who is on leave when a holiday occurs shall only receive holiday time if the employee was on active status for the full work day prior to and some portion of the work day following the holiday.

4.2.4

FLOATING HOLIDAY

4.2.4.1 Accrual

Full-time employees who are not scheduled to work four (4) ten (10) hour days shall accrue twenty-four (24) Floating Holiday hours, and full-time employees who are scheduled to work four (4) ten (10) hour days shall accrue twenty (20)

Floating Holiday hours in the pay period which includes January 1st, provided they are on active status on the first work day of January. Part-time employees who work at least 60 hours per pay period in a single position who are not scheduled to work four (4) ten (10) hour days shall accrue eighteen (18) Floating

Holiday hours. If compressed work week schedules are eliminated or substantially reduced, floating holidays for all eligible full-time employees shall revert back to an annual accrual of sixteen (16) hours and part-time employees who work at least 60 hours per pay period in a single position shall revert back to an annual accrual of twelve (12) hours.

Sworn Fire employees who are regularly scheduled to work a forty (40) hour schedule shall accrue eight (8) Floating Holiday hours in the pay period which includes January 1st, provided they are on active status on the first business day of January.

Sworn Fire and Civilian Fire employees regularly scheduled to work a 56-hr schedule shall be compensated for eight (8) Floating Holiday hours in the pay period which includes January 1st, provided they are on active status on the first business day of January.

4.2.4.2 Use of the Floating Holiday

Floating Holiday time must be used by December 31st of the year in which it was accrued. Floating Holiday time shall not carry over into the following calendar year. The time can be taken in fifteen (15) minute increments as requested by employees. Floating Holiday time is subject to approval by department management to ensure effective operations.

4.2.4.3 Payment

4.2.4.3.1 Status Change

If an employee has accrued a Floating Holiday balance and changes to a different regular work schedule that is not eligible for the Floating Holiday or that is eligible for fewer Floating Holidays, payment for the unused Floating Holiday shall be paid out at the time the change is made. In the event that a 40-hr Sworn Fire employee who accrued the Floating Holiday returns to a Fire Suppression shift (56-hr schedule) prior to using the Floating Holiday, the employee shall be paid for that Floating Holiday on the pay period in which the fire suppression shift is resumed.

4.2.4.3.2 Separation

If an eligible employee separates prior to using a Floating Holiday, the Floating Holiday time shall be paid at the time of separation.

4.2.4.4 Restricted Use at Resignation

Holiday leave which includes floating holidays and banked holidays shall not be used within an employee's final fourteen (14) calendar days of employment after the employee's notice of resignation or retirement nor shall floating or banked holiday leave be used to extend an employee's final day of employment unless approved by the Chief People Officer.

4.3 LEAVES OF ABSENCE

Employees may use leaves of absence in accordance with these Rules and up to the limits specified by these Rules and the Human Resources Procedures. When all accrued leave is exhausted, employees may request Leave Without Pay.

4.3.1 PROVISIONS

4.3.1.1 Requesting Anticipated Absences

Requests for all anticipated leaves of absence must be made to the supervisor for approval. All requests for anticipated leave shall be submitted in advance of the beginning date of the leave in order to ensure that adequate coverage can be provided.

4.3.1.2 Unanticipated Absences

Requests for unanticipated leaves of absence shall be communicated by telephone to the supervisor and designated others, if any, by the time set for the beginning of the employee's regular work shift. Departmental procedures may require earlier notification of the supervisor. Such communications shall include a return phone number where the employee may be reached, if necessary, during the absence. Failure to provide timely notification may result in disciplinary action. The supervisor may waive the notice requirement in situations where serious accident or illness prevents the employee from providing timely notice.

4.3.1.3 Monitoring and Control of Leave

The duration and type of leave shall be requested using the automated time and attendance system. Paid leaves of absence are subject to applicable leave accrual balances. Employees may not use more than their accrued leave balances, but may use leave during the same pay period in which it is earned.

4.3.1.4 Rate of Pay and Assessment

Leave time taken is charged against accruals on an hour for hour basis, in an amount equal to the number of work hours absent for the day, not to exceed the normal hours scheduled to work.

If total hours for which the employee is eligible for payment exceeds forty (40) hours in the work week, the employee may elect to reduce the number of leave hours taken by the amount over forty (40) hours. It shall be the employee's responsibility to notify the supervisor of this election prior to the close of the pay period.

4.3.2

VACATION LEAVE

Vacation time is designed to allow an employee time off work during which the employee may not be required to attend to work related matters. Vacation time is intended to keep an engaged workforce that is focused on the goals and objectives of Gilbert. Vacation Leave may be donated to an employee who has met the eligibility requirements for Leave donation.

4.3.2.1 Eligibility

Full-time employees and part-time employees shall be eligible to use vacation accruals as they are earned provided they have obtained approval from their supervisor.

An employee who transfers from a leave accruing position to a non-leave accruing position shall have accruals suspended and balances frozen until such time as he or she returns to a leave accruing position or separates from employment.

4.3.2.2 Approval

Vacation time shall not be taken by employees without prior supervisory approval. Supervisors shall be responsible for scheduling and approving

employee vacation time according to the operational needs of the department.

4.3.2.3 Accrual Rates and Maximums

Full-time employees and part-time employees shall accrue Vacation Leave in direct proportion to the employees' regular work schedule as indicated in the table below. Except in the case of furloughs, no Vacation Leave shall accrue when an employee is on unpaid leave.

Employees may not carry over more than the applicable maximum carry-forward from one fiscal year to the next. Any vacation hours in excess of the applicable maximum carry-forward become void on the last day of the pay period that includes June 30th.

At the Town Manager's discretion, a new employee's prior service may be considered when calculating vacation and sick accrual rates.

Accrual rates shall be based on the number of service years calculated from the employee's adjusted service date and shall change according to the following schedule in the pay period that includes the anniversary of the employee's adjusted service date:

Full-Time Employees (excluding Sworn & Civilian Fire on a 56-hr schedule):

Years Completed	Max Annual Accrual	Pay Period Accrual	Max Fiscal Year Carry-forward
Less than 5	100 hours	3.85 hours	350 hours
5 thru 9.99	125 hours	4.81 hours	
10 thru 14.99	144 hours	5.54 hours	
15 thru 19.99	163 hours	6.27 hours	
20+ years	177 hours	6.81 hours	

Part-Time Employees who work at least 60 hours per pay period in a single position:

Years Completed	Max Annual Accrual	Pay Period Accrual	Max Fiscal Year Carry-forward
Less than 5	75 hours	2.88 hours	262.5 hours
5 thru 9.99	93.75 hours	3.61 hours	
10 thru 14.99	108 hours	4.15 hours	
15 thru 19.99	122.25 hours	4.70 hours	
20+ years	132.75 hours	5.11 hours	

Part-Time Employees who work at least 40 hours but less than 60 hours per pay period in a single position:

Years Completed	Max Annual Accrual	Pay Period Accrual	Max Fiscal Year Carry-forward
Less than 5	50 hours	1.92 hours	175 hours
5 thru 9.99	62.5 hours	2.40 hours	
10 thru 14.99	72 hours	2.77 hours	
15 thru 19.99	81.5 hours	3.13 hours	
20+ years	88.5 hours	3.40 hours	

Sworn & Civilian Fire Employees on a 56-hr schedule:

Years Completed	Max Annual Accrual	Pay Period Accrual	Max Fiscal Year Carry-forward
Less than 5	140 hours	5.38 hours	490 hours
5 thru 9.99	175 hours	6.73 hours	
10 thru 14.99	201.6 hours	7.75 hours	
15 thru 19.99	228.2 hours	8.78 hours	
20+ years	247.8 hours	9.53 hours	

4.3.2.4 Restricted Use at Resignation

Vacation Leave shall not be used within an employee's final fourteen (14) calendar days of employment after the employee's notice of resignation or retirement nor shall vacation leave be used to extend an employee's final day of employment unless approved by the Human Resources Director.

4.3.2.5 Accrued Vacation Payment at Separation

Eligible employees who separate from service shall be compensated for unused vacation accruals up to the maximum fiscal year carry-forward amount through the date of separation. Payment shall be based on the current rate of pay at the time of separation. Accruals in excess of the maximum carry-forward shall be relinquished at the time of separation.

4.3.2.6 Accrued Vacation Payment Upon Death

In the event of employee death, the beneficiary under Gilbert's group life insurance benefit shall be paid for the employee's unused vacation leave. Unless otherwise designated by the employee in writing on a form approved by Gilbert, the beneficiary shall be compensated for unused vacation accruals up to the maximum fiscal year carry-forward amount through the date of death. Payment shall be based on the current rate of pay at the time of death.

4.3.3

SICK LEAVE

Sick leave allows an employee paid time off to address the medical or safety needs of themselves or family members, or to address certain emergency situations.

4.3.3.1 Family Member Defined

Family members include children of any age (biological, foster, adoptive, legal wards, stepchildren, children of domestic partners, or children for whom the employee stands *in loco parentis*), parents (biological, foster, stepparents, adoptive parents, legal guardians of the employee or the employee's spouse or domestic partner including persons who stood *in loco parentis*), spouses/domestic partners, grandparents, grandchildren, siblings (including foster, adoptive or step relationships), or any relative by blood or affinity whose close association is the equivalent of a family relationship of the employee or employee's spouse/domestic partner.

4.3.3.2 Authorized Use

Sick Leave shall be allowed for the following reasons:

4.3.3.2.1 Recovery or Treatment

For recovery from mental or physical illness, injury or health condition for employees or family members, or for medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition of employees or their family members.

4.3.3.2.2 Public Health Emergency

Closure of the employee's place of business, child's school or place of care, or health care facility of a family member due to a public health emergency.

4.3.3.2.3 Adoption or Foster Care

For placement of a child with the employee for adoption or foster care and to care for the newly placed child.

4.3.3.2.4 Bereavement

For supplemental bereavement absences in addition to those specified in the Bereavement Leave section of these Rules.

4.3.3.2.5 Safety

For certain circumstances involving domestic violence, sexual violence, abuse, or stalking of the employee or employee's family member.

4.3.3.2.6 As approved by the employee's director and human resources representative

4.3.3.3 Documentation Requirements

Upon return to work, an employee may be required to submit return to work documentation as permitted by law and as required by the supervisor or Human Resources. Return to Work documentation may include a signed statement from a physician, dentist, or other qualified health care practitioner validating the absence and/or validating the employee's ability to return to duty. Failure to submit required return to work documentation may result in disciplinary action.

Authorization to return to work by the employee's health care provider (with or without medical restrictions) is required after continuous leave of at least seven (7) calendar days due to illness or injury.

The use of sick leave beyond 40 hours in any rolling 12-month period is considered excessive, and will require documentation in support of the request that is consistent with authorized use. Employees requesting any sick leave of at least 3 consecutive work days may be required to submit documentation supporting their request. All documentation provided to substantiate a sick leave request or establish return to work authorization will remain confidential.

4.3.3.4

Accrual Rates and Carry-Forward

Sick Leave shall accrue in direct proportion to the employee's regular work schedule as indicated below. Except in the case of furloughs, no Sick Leave shall accrue when an employee is on unpaid leave.

Sworn Fire and Police employees shall accrue Sick Leave with no maximum. If, following annual Sick Leave conversion, a Sworn Fire or Sworn Police employee still holds a balance exceeding 728 hours for fifty six (56)hour employees or 520 hours for forty (40)hour employees, the employee's

remaining Sick Leave balance shall roll over to the next year.

Employees other than Sworn Fire and Police employees shall not carry forward more than the maximum carry-forward hours provided for in the table below, after annual excess Sick Leave conversion has been applied.

At the Town Manager's discretion, a new employee's prior service may be considered when calculating vacation and sick accrual rates.

All employees earn a minimum of 1 hour of sick leave per every 30 hours worked, however use and carry-over is capped on an annual basis per the table below:

	Minimum Sick Leave Earned	Annual Accrual Maximum	Per Pay Period Accrual	Maximum Carry Forward (Note Sworn Fire and Police Exceptions Above)
Full-time Employees (excluding Sworn Fire & Civilian Fire on a 56-hr schedule)	1 hour/30 hours worked	96 hours	3.70 hours	520 hours
Part-time Employees who work at least 60 hours per pay period in a single position	1 hour/30 hours worked	72 hours	2.77 hours	390 hours
Part-time Employees who work at least 40 hours but less than 60 hours per pay period in a single position	1 hour/30 hours worked	48 hours	1.85 hours	260 hours
Sworn Fire Employees on a 56-hr schedule	1 hour/30 hours worked	134.8 hours	5.26 hours	None
Civilian Fire on a 56-hr schedule	1 hour/30 hours worked	134.8 hours	5.26 hours	728 hours
Seasonal/Temporary Employees	1 hour/30 hours worked	40 hours	1 hour/30 hours worked	40 hours

4.3.3.5 Substitution of Other Leave

4.3.3.5.1 Unanticipated Sick Leave

Employees shall not use Vacation Leave, Exempt Leave, and/or compensatory time instead of Sick Leave if the Sick Leave absence is unanticipated. A Sick Leave absence shall be considered

unanticipated if one (1) day advance notice has not been given and the employee is unable to work all or part of a regular work day due to illness and/or a medical appointment.

4.3.3.5.2 Anticipated Sick Leave

Employees may use accrued Vacation Leave, compensatory time, or Exempt Leave for Sick Leave events, provided timely advance notice of at least one (1) full work day has been submitted to department management to ensure adequate coverage.

4.3.3.5.3 Substituting Sick Leave for Vacation Leave

Employees who become sick while on approved Vacation Leave may not substitute Sick Leave for previously approved Vacation Leave.

4.3.3.5.4 Substituting Vacation Leave for Sick Leave

Leave initially documented as Sick Leave may only be changed to Vacation Leave if such requests are made in writing within ten (10) business days of the date the payroll check was issued and approved in writing by the Department Director.

4.3.3.6 Payment of Sick Leave

4.3.3.6.1 Annual Excess Sick Leave Conversion

In the pay period which includes December 1st of each year, full-time employees, excluding Sworn Fire and Police employees, shall be paid for one-half of all unused Sick Leave hours in excess of the maximum carry-forward balance to reduce the balance to the maximum. Excess Sick Leave conversion payments shall be based on the number of excess hours accrued at the current hourly pay rate.

In the pay period which includes December 1st of each year, Sworn Fire employees assigned to a fifty six (56) hour work week shall be compensated for Sick Leave hours above 728 hours, up to a maximum of 67.5 hours or half of the unused accruals from that year, whichever is less.

Sworn Fire and Sworn Police employees assigned to a forty (40) hour work week shall be compensated for Sick Leave hours above 520 hours, up to a maximum of 48 hours or half of the unused accruals from that year. Any remaining Sick Leave balance shall roll over to the next year.

4.3.3.6.2 Sick Leave Payment Upon Separation

4.3.3.6.2.1 Resignation

Full-time and part-time employees, excluding Sworn Fire and Police employees, who have completed ten (10) or more years of service with Gilbert based on the adjusted service date, shall be compensated for fifty percent (50%) of unused Sick Leave accrued through the last day of employment.

Sworn Fire & Civilian Fire employees assigned

to a 56-hr schedule who have completed ten(10) or more years of service with Gilbert based on the adjusted service date shall be compensated for fifty percent (50%) of unused Sick Leave accrued through the last day of employment, up to a maximum balance of 863 hours.

Sworn Fire and Sworn Police employees assigned to a forty (40) hour work week who have completed ten (10) or more years of service with Gilbert based on the adjusted service date shall be compensated (50%) of unused Sick Leave accrued through the last day of employment up to a maximum balance of 616 hours.

Calculation of payment for all employees shall be based on the average hourly base rate paid for the last sixty (60) months of employment times the eligible hours.

4.3.3.6.2.2 Retirement

Any employee, excluding Sworn Fire and Police, who retires from service in accordance with Retirement System guidelines and has at least ten (10) years of service with Gilbert based on the adjusted service date shall be compensated for one hundred percent (100%) of all unused Sick Leave accrued through the last day of employment..

Sworn Fire & Civilian Fire employees on a 56-hr schedule who have completed ten (10) or more years of service with Gilbert based on the adjusted service date shall be compensated for one hundred percent (100%) of unused Sick Leave accrued through the last day of employment up to a maximum balance of 863 hours.

Sworn Fire and Sworn Police employees assigned to a forty (40) hour work week who have completed ten (10) or more years of service with Gilbert based on the adjusted service date shall be compensated up to a maximum balance of 616 hours.

Calculation of payment for all employees shall be based on the average hourly base rate paid for the last sixty (60) months of employment times the eligible hours.

4.3.3.6.2.3 Death

In the event of employee death, the beneficiary under Gilbert's group life insurance benefit, unless otherwise designated by the employee in writing on a form approved by Gilbert, shall be paid for the employee's unused Sick Leave, shall be paid for fifty percent (50%) of unused Sick Leave accrued through the date of death or one hundred percent (100%) of unused Sick Leave if death occurred in the line of duty, or if the employee was eligible for retirement from Gilbert, with at least ten (10) years of service, at the time of death. Calculation of payment shall be based on the average hourly base rate paid for the last sixty (60) months of employment or the duration of employment if less than sixty (60) months.

Sworn Fire and Sworn Police beneficiaries shall be compensated for fifty percent (50%) of the employee's unused Sick Leave accrued through the date of death or one hundred percent (100%) of unused Sick Leave if death occurred in the line of duty, or if the employee was eligible for retirement from Gilbert, with at least ten (10) years of service, at the time of death. The maximum Sick Leave benefit shall be equal to the maximum balance of 863 hours for employees assigned to a fifty-six (56) hour work week or a maximum balance of 616 hours for Sworn Fire and Police employees assigned to a forty (40) hour work week.

4.3.3.6.2.4 Reinstatement

All accrued, unpaid Sick Leave will be reinstated if the employee is re-hired within 9 months of termination.

4.3.4 COMPENSATORY TIME OFF

4.3.4.1 Use

An employee shall request to use compensatory time off in advance from his or her immediate supervisor. Employee requests for use of compensatory time shall be granted unless the supervisor determines that granting such time off would unduly disrupt operations to the extent that the public cannot be adequately served without the employee's presence at work. Compensatory time off shall not count as hours worked for overtime purposes.

4.3.4.2 Conversion

Employees who change FLSA status from non-exempt to exempt or who change position shall have the balance of their compensatory time paid out at the employee's base rate immediately preceding the change.

In the event the employee separates from employment, any compensatory time balance shall be paid out on the employee's last paycheck at the base rate at time

of separation.

Once elected, compensatory time shall not be converted to overtime pay at the employee's discretion.

4.3.5

EXEMPT LEAVE

Compensatory time shall not accrue for any employee holding an exempt job position. Rather, informal Exempt Leave may be authorized in consideration of recurrent excess time worked by employees who are exempt from overtime provisions of the FLSA. Exempt Leave shall not be taken on a regular weekly basis nor shall it be taken on an hour for hour offset basis. All Exempt Leave occurrences of more than four (4) consecutive hours must be recorded for timekeeping purposes. Exempt Leave may not be used in lieu of Sick Leave for unanticipated absences.

4.3.6

INJURY LEAVE

Injury Leave shall be granted for an employee's inability to work that results from an accepted Workers' Compensation claim for the injury and in accordance with the applicability criteria listed in accordance with these Rules and Human Resources Procedures. Injury Leave shall not be considered an automatic benefit.

Time spent receiving initial medical evaluation and/or treatment at an occupational medicine facility, Urgent Care, or Emergency Room (versus a personal physician or health care provider) for a reported on-the-job injury shall be considered work time and shall not be counted as Injury Leave. Work time may be extended beyond the employee's normal end of shift time until the earlier of discharge from treatment or the time at which the employee is admitted to inpatient care.

If an employee incurs work time in excess of his/her normal schedule due to initial evaluation and/or treatment of a reported on-the-job injury, the supervisor may flex the employee's schedule to effectively manage personnel costs.

4.3.6.1 Applicability

Injury Leave shall be authorized by the Human Resources Director for accepted workers' compensation claims. Once Injury Leave has been authorized, the supervisor shall grant Injury Leave for office visits and/or medical treatment authorized by the workers' compensation carrier, and for time that the treating medical provider determines the employee cannot work as a result of the injury.

4.3.6.2 Limits

Eligible active status employees who satisfy the applicability criteria shall be granted Injury Leave for an accepted Workers' Compensation claim up to the following limits per rolling year:

Full-time employees excluding Sworn Fire suppression: 480 hours

Part-time employees who work at least 60 hours per pay period in a single position: 360 hours

Part-time employees who work less than 60 hours per pay period in a single position: 240 hours

Sworn & Civilian Fire employees assigned to a 56-hr schedule: 672 hours

4.3.6.3 Use of Injury Leave

Injury Leave shall be granted for office visits to the treating medical provider and/or medical treatments authorized by the workers' compensation carrier, Eligibility will be contingent upon receipt of documentation from the medical provider.

Injury Leave may be granted for time spent in treatment before, during or after an employee's work shift, however the supervisor may flex an employee's schedule to effectively manage personnel costs as the supervisor deems operationally feasible. The intent is for an employee's pay to remain consistent, not for the employee to lose or benefit from the work-related injury.

4.3.6.4 Return to Duty

Employees injured on the job who are able to immediately return to work following appropriate medical evaluation and/or treatment shall complete their regularly scheduled work period.

Injured employees who are released by their medical provider to return to work with restrictions must return to available work that is within the medical provider's restrictions as provided in these Rules, or must use accrued Sick Leave to cover the absence. The modified work assignment may be in the employee's regular department, or another department that can meet the restrictions.

Eligible injured employees shall be granted Injury Leave for any period of time spent by department management and the Human Resources Director determining whether appropriate temporary modified work is available that fits within the employee's work restrictions.

4.3.6.5 Workers' Compensation Payments

Gilbert provides full pay to employees up to the first 12 weeks, using the Injury Leave Bank. Any checks from insurance company for wages during this time are paid directly to Gilbert. After 12 weeks, payment will be remitted directly to employee.

Employees are prohibited from accepting both Injury Leave payments from Gilbert and workers' compensation payments from the Workers' Compensation insurance provider for the same period of lost time.

It shall be the employee's responsibility to immediately notify Payroll if Injury Leave and Workers' Compensation payments are received for the same period of lost time.

4.3.7

BEREAVEMENT LEAVE

Bereavement Leave shall provide the employee time to grieve and to attend the funeral services or memorial services of an immediate family member.

Immediate family, for the purpose of this section shall include: father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or any person who was a dependent or member of the household precedent to the death.

In the event of a death in an employee's immediate family, full-time and part-time employees may be granted Bereavement Leave by the supervisor. For full-time and part-

time employees, Bereavement Leave may be granted up to the number of hours the employee would normally work over a 3-day period, and need not be used as a consecutive period of time, based on the circumstances. Sworn Fire & Civilian Fire employees on a 56-hr schedule may be granted up to two (2) shifts. Absences beyond this limit shall be charged to Vacation Leave, Sick Leave, compensatory time, Exempt Leave or Leave Without Pay.

In the event of the death of family members other than those in the employee's immediate family, Bereavement Leave shall only be granted with the approval of the Department Director. The Department Director shall also have the authority to grant bereavement leave in excess of three (3) days for special circumstances.

4.3.8

MILITARY LEAVE AND MILITARY SALARY SUPPLEMENT

Any employee who is a member of the United States Armed Services, including the National Guard or Reserve Corps, shall be eligible for Military Leave or Military Salary Supplement and Leave Without Pay without loss of Gilbert service time, seniority, status, accrued leave, or other employment rights during the time when engaged in qualified military service.

Human Resources shall monitor Military Leave usage to ensure compliance with these Rules, Human Resources Procedures, and applicable law. Employees shall independently track their Military Leave usage and coordinate regularly with Human Resources to ensure timekeeping, leave usage, and payment accuracy.

4.3.8.1 Paid Military Leave

Over the course of two (2) rolling years, full-time and part-time employees shall be eligible for paid Military Leave to participate in required field training, HHS training for the national disaster medical system, camps, formations, maneuvers, or drills with their own unit or any other, up to the number of hours they would regularly have been scheduled to work in accordance with the eligibility requirements listed in this section.

Employees must submit a Notification of Leave for Military Duty to their supervisor as soon as possible prior to the service dates. While employees are not required to submit military orders for approval for anticipated service dates, military orders, or other acceptable documentation must be submitted to Human Resources for paid military leave. If an employee receives notice of anticipated service dates prior to receipt of orders, the employee shall notify the supervisor immediately so that coverage can be arranged and scheduling adjustments can be made as far in advance as possible.

4.3.8.2 Military Leave Eligibility

Employees shall be eligible for paid Military Leave not to exceed 30 days over the course of two (2) rolling years (see definition in Rule 2); Paid Military Leave shall be counted backwards from the date of the requested leave.

4.3.8.3 Extra Military Leave

An employee who receives orders for field training over and above the two (2) Year rolling Military Leave eligibility may use available accrued vacation time, floating holiday, compensatory time, or Leave Without Pay to cover their ordered absence. Use of Leave Without Pay for this purpose shall not require exhaustion of all paid leave accruals.

4.3.8.4 Adjusting Work Schedules

To accommodate Reserve or National Guard duty, an employee's schedule may

be adjusted within the work week to make up time missed from the regular schedule as an alternative to use of accrued leave or unpaid leave, when operationally feasible.

4.3.8.5 Military Salary Supplement

Employees, who are required to participate in Basic Combat Training, or who are ordered to active duty in support of a contingency operation, or who are in the National Guard or Reserve and are called to duty by the Governor or the President, shall receive Leave Without Pay for military purposes. Such employees may be eligible for Military Salary Supplement for the duration of active duty service up to a maximum sixty (60) month cumulative total unless an extension is granted by the Town Manager. Use of Leave Without Pay for this purpose shall not require exhaustion of all paid leave accruals.

Military Salary Supplement shall consist of the difference between the employee's base rate of pay from Gilbert and the employee's base rate of pay from the military. If an employee's base rate of pay from the military is more than the employee's base rate of pay from Gilbert, the employee shall still be eligible for Leave Without pay, but not for Military Salary Supplement.

Military Salary Supplement shall cease on the employee's last day of active military service. It is the employee's responsibility to notify Human Resources of the end date of active military service, even if the employee elects not to return to work until a later date in accordance with USERRA. Any non-qualifying Military Salary Supplement payments made by Gilbert to the employee must be promptly repaid by the employee.

4.3.8.6

Notice

An employee who is ordered to report to Basic Training, Advanced Individual Training, or equivalent, or to report for active duty in support of a contingency operation, a Gubernatorial call-out or a Presidential call-out, shall give notice to their supervisor as soon as they receive notification of anticipated service dates, or as soon as they receive their orders from the military, whichever is sooner.

To be eligible for Military Salary Supplement, employees shall submit to Human Resources a Notification of Leave for Military Duty, an official copy of their active duty orders, and official documentation which clearly indicates their base rate of military pay.

4.3.8.7 Pay Increases

During a leave of absence for qualifying military duty, employees shall be eligible to receive the same market pay adjustments that are given to all employees in the services member's job position.

It is the employee's responsibility to report all increases in their base rate of military pay as soon as possible to Human Resources in order facilitate adjustment of the Military Salary Supplement.

4.3.8.7.1 Probationary Period

If an employee is serving a probationary period when called to active military duty, the probationary period shall be suspended during the employee's Military Leave and the remainder of the probationary period shall be served upon the employee's return to regular employment.

4.3.8.8 Re-employment Rights and Conditions

Gilbert shall provide re-employment rights to eligible employees returning from military service in accordance with USERRA limits and eligibility criteria, and in accordance with Human Resources Procedures.

4.3.8.8.1 End of Service Documentation

When an employee returns to work following more than ninety (90) days of military service, the employee must provide Human Resources with a DD-214 or equivalent within ninety (90) days of the end date of active military service.

4.3.9

JURY DUTY

In the event a full-time or part-time employee is required to appear for jury duty, the employee shall immediately notify department management of the summons so that adequate coverage may be arranged by the supervisor. Upon return to work, the employee shall present department management with proof of jury service time. Gilbert shall continue to pay the employee for hours of normally scheduled work time during jury service time. Jury service payments may be retained by the employee. The supervisor may flex an employee's schedule for Jury Duty hours to effectively manage personnel costs as the supervisor deems operationally necessary.

4.3.10

VOTING

In accordance with State law, an employee entitled to vote in an Arizona primary or general election may take paid time off to vote in accordance with the following provisions:

- a) an employee may request time off for voting only if there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's regular work shift or between the end of the regular work shift and the closing of the polls;
- b) an employee may take an amount of time off for voting that, when added to the regular beginning or end of the work shift, provides a total of three (3) consecutive hours from the opening or closing of the polls;
- c) the employee must request time off for voting prior to Election Day;
- d) to maintain service levels, the supervisor may specify whether an employee may take time off for voting at the beginning or the end of the work shift.

4.3.11

COURT APPEARANCES

4.3.11.1

Work Related

In the event an employee is required to appear in court to represent Gilbert regarding a matter related to the employee's work, Gilbert shall continue to pay the employee's salary. All related court payments to the employee must be surrendered to Gilbert as soon as they are received. Such time shall count as hours worked for overtime calculation purposes.

4.3.11.2

Non-Work Related

In the event an employee is required to appear in court to serve as a witness in a non-work related matter or to serve as a party to litigation, the employee must immediately notify department management of the summons so that adequate coverage may be arranged by the supervisor. The employee shall be required to

use Vacation Leave, Comp Time or Floating Holiday to compensate for the absence. Witness fees may be retained by the employee under such circumstances.

4.3.12 LEAVE WITHOUT PAY

Any employee who uses Leave Without Pay shall have their leave accruals prorated for the pay period in which the leave was taken based on the number of paid hours. Furlough days shall not reduce leave accruals.

Leave Without Pay is a means by which full-time and part-time employees may request an extended period of Leave Without Pay for:

- a) FMLA qualifying events;
- b) ADA reasonable accommodation;
- c) Other extraordinary circumstances, subject to approval by the Department Director.

Subject to statutory changes and State retirement system policy, credited service time is reduced by the State retirement systems as follows:

- a) Public Safety Personnel Retirement System credited service time is reduced by the amount of time off taken for all forms of unpaid leave in pay period increments if no PSPRS contributions are made for the pay period;
- b) Arizona State Retirement System credited service time is reduced only if no ASRS contributions are made during a given month.

4.3.12.1 Leave Without Pay.

Employees are required to request Leave Without Pay when they need to take leave time and do not have paid leave accruals to cover the absence. The organization will review the individual circumstances of the request for Leave Without Pay, subject to the Department Director's approval.

Employees are responsible for keeping track of and managing their leave balances. If an employee takes leave and the Leave Without Pay Request is denied, the employee may be subject to corrective action.

If Leave Without Pay is approved, applicable leave accruals that are available will be applied prior to Leave Without Pay pursuant to these Rules and Human Resources Procedures.

Employees returning to the same position from approved extended Leave Without Pay shall be returned to the same salary. If a market adjustment has occurred during the employee's absence, the employee's base hourly rate shall be adjusted accordingly; however, the employee may not automatically be eligible for a performance adjustment. Eligibility for a performance adjustment will depend on the duration of the absence and shall be determined by the Town Manager.

Employees who return from approved extended Leave Without Pay may be placed into another position with the same salary depending on organizational needs. The salary of an employee returning to a different position shall be determined by the appropriate Department Director in consultation with the Chief People Officer and the Town Manager.

4.4 TRAVEL AND EXPENSE REIMBURSEMENT

Gilbert will reimburse employees and officials for expenses incurred in the performance of Gilbert business as long as such business has received prior department management approval. Travel between Gilbert facilities and to other Valley metropolitan areas for training and meetings are reimbursable at the current IRS mileage rate. No employee or official will realize a financial gain or loss as a result of traveling on behalf of Gilbert. All travel requests and approvals will reflect consideration for cost effective choices

Please contact Human Resources (HR@gilbertaz.gov) with questions or for clarification of the Personnel Rules. The Personnel Rules will be reviewed periodically and a list of upcoming change/clarification recommendations will be maintained on the Intranet.